

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK

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U.S. DISTRICT COURT  
E.D.N.Y.

MR. & MRS. "JOHN DOE",

VERIFIED COMPLAINT

Plaintiffs,

Index No.

Date Purchased:

-against-

AMERICAN EXPRESS, EQUIFAX INFORMATION  
SERVICES, INC., TRANSUNION and EXPERIAN,

**CV - 08 1511**

Defendants.

**WEXLER, J.**

**LINDSAY, M.**

Plaintiffs, by their attorneys the Law Offices of Thomas F. Liotti for their verified  
complaint respectfully allege:

1. At all material times hereinafter set forth plaintiffs were and still are residents of the State and Eastern District of New York and are formerly known as American Express gold credit card account holders, account number

2. Upon information and belief, at all material times hereinafter set forth, defendant American Express, is a corporation with principal places of business located in Delaware, New York and Florida.

3. Upon information and belief, at all material times hereinafter set forth, defendant Equifax Information Services, Inc. is a corporation with a principal place of business located in Atlanta, Georgia.

4. Upon information and belief, at all material times hereinafter set forth, defendant TransUnion is a corporation with a principal place of business located in Chester, Pennsylvania.

5. Upon information and belief, at all material times hereinafter set forth, defendant Experian is a corporation with a principal place of business located in Allen, Texas.

6. The plaintiffs were account holders with American Express from 1983 to 2005, when the defendant wrongfully terminated their credit card services, their account and advantage miles and credits which they had accumulated.

7. Prior to the aforesaid cancellation, the plaintiffs' monthly charges were anywhere from \$3,000.00 to approximately \$14,000.00 which monthly charges were paid by the plaintiffs.

#### **JURISDICTION AND VENUE**

8. The claim is based upon diversity of citizenship between the plaintiff and the defendants. See 28 U.S.C. §1322.

9. Upon information and belief the amount of damages here exceeds Fifty Thousand (\$50,000.00) Dollars.

10. The plaintiffs reside in the Eastern District of New York.

#### **AS AND FOR A FIRST CAUSE OF ACTION**

11. In or about 1996 in a prior dispute with the defendant, it was shown by the plaintiffs and agreed by the defendant, American Express, that the plaintiffs never agreed to "sign and travel" charges with the defendant and in fact, the defendant was unable to find or locate any signed contract with the plaintiffs wherein they agreed to "sign and travel" charges. As a result, those charges were removed from the plaintiffs' account.

12. The purported contract and monthly billing statements from the defendant,

American Express, providing for penalties such as interest and the like, is incomprehensible, *pro forma*, “boiler plate” and amounts to unfairness and overreaching of the consumer/plaintiffs by an abusive, corporate giant.

13. Subsequently the defendant, American Express, again without a signed agreement with the plaintiffs, began to accumulate charges under “sign and travel”.

14. In or about the Fall of 2004, the plaintiffs were in the midst of a ten day cruise on the Queens Mary 2 when American Express, after being paid in full prior to the cruise, wrongfully held or stopped charging privileges by the plaintiffs thereby ruining the peace and quiet enjoyment of their vacation and birthday celebration.

15. In about 2005, the defendant, American Express, claimed that these subsequent “sign and travel” charges (as described in paragraph 6, *supra*) were past due and owing and when not paid by the plaintiffs, the card and account were cancelled by the defendant, American Express, breaching their contract with the plaintiffs and then making various references to credit reporting agencies, including Equifax Information Services, Inc. (hereinafter referred to as “Equifax”), TransUnion and Experian, which damaged the reputation of the plaintiffs, defamed them and misreported the true and accurate facts of the matter.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**BREACH OF CONTRACT**

16. The plaintiffs repeat and reallege the allegations in paragraphs numbered 1 through 15 as if more fully set forth herein.

17. That as a result of the aforementioned, the defendant, American Express, breached its contract with the plaintiffs, causing them great embarrassment, inconvenience and

damage to their credit which then encumbered their financial circumstances and ability to borrow or finance.

18. The defendant, American Express, defamed and further damaged the plaintiffs by their false reporting and the defendants, Equifax, TransUnion and Experian republishing that defamatory, scandalous and untrue information and thereby further injuring the plaintiffs in their financial and other personal affairs.

**AS AND FOR A THIRD CAUSE OF ACTION**

19. The plaintiffs repeat and reallege the allegations contained in paragraphs numbered 1 through 18 as if more fully set forth herein.

20. That the defendant charged a usurious, illegal rate of interest and wrongfully cancelled the plaintiff's credit card, their privileges thereunder and advantage miles which they earned as a result of previous payments made.

**AS AND FOR A FOURTH CAUSE OF ACTION**

21. The plaintiffs repeat and reallege the allegations contained in paragraphs numbered 1 through 20 as if more fully set forth herein.

22. The defendants have violated federal and state debtor/creditor and consumer protection laws, thereby obligating them to pay treble damages and statutory fees to the plaintiffs.

**AS AND FOR A FIFTH CAUSE OF ACTION**

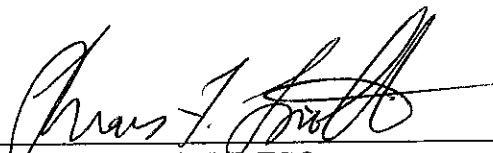
23. The plaintiffs repeat and reallege the allegations contained in paragraphs numbered 1 through 22 as if more fully set forth herein.

24. That the defendant has violated plaintiffs' rights under the Fair Debt collection Practices Act, 15 U.S.C. §1692 ("FDCPA").

25. Specifically that American Express defamed the plaintiffs by falsely reporting the plaintiffs to Equifax, Transunion and Experian, and further that defendants charged the plaintiffs with an unconscionable, usurious and illegal rate of interest; aided, abetted, conspired and acted in concert in a scheme to defraud the plaintiffs by charging an illegal rate of interest, and then pursued illegal collection proceedings which damaged the plaintiffs in their credit worthiness and other circumstances.

WHEREFORE, plaintiffs demand judgment against defendant in the amount of Five Million (\$5,000,000.00) Dollars together with interest thereon from 2005, costs and disbursements, together with replenishment of "advantage miles" and other benefits or emoluments as American Express Gold credit card holders, and for such other and further relief as to the Court may seem just and proper.

Dated: Garden City, New York  
January 17, 2008



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